



June 20, 2011  
UVM: 124, 273



## 9 Things You Should Know Before Signing a Lease

**Sure, you're just renting the place for a year, or even just a month. But before you sign on the dotted line, make sure you know what you're signing up for.**

### 1. You *Can* Negotiate

Rental agreements aren't chiseled out in stone for a reason. You can negotiate upgrades to appliances, a deduction in rent, or a change or addition to the terms of the lease. But here's the trick: If you plan to negotiate, be polite and professional. The way you conduct yourself during a property visit and in phone conversations is a reflection of you as a tenant. Never bluff or strong-arm -- it could end up backfiring and even prevent you from landing the pad of your dreams. Think of your lease negotiation the same way you would a salary negotiation: Be respectful, open and direct, but don't be afraid to ask questions and ask for what you want.

### 2. You Sign, You're Stuck...at Least Until the Term Is Up

Just 'cause you're not buying the place doesn't mean you can bail. A lease is a contract, you know -- a legal commitment. So understand what you're getting before you move in and realize you actually do need more closet space or that the nabe isn't so cute at night.

### 3. You Could Be Responsible for Damage You Didn't Do

Make sure any preexisting damage the landlord hasn't agreed to fix, such as stained carpeting, broken blinds or missing tiles in the shower, is written into your lease agreement as "preexisting." Documenting these kinds of damages protects you from losing your security deposit or being charged damage fees when you move out.

### 4. Your Rent May Cover More (or Less) Than You Think

A perk of renting: Some management companies include basics like utilities, hot water, gas and parking in the monthly rent, so you only have one bill to remember to pay each month. Even better, some rentals offer amenities like public transportation, parking, on-site gyms and cable. Just keep in mind that some of these extras might come with limitations (for example, you may not be able to upgrade to a premium cable package if your management company provides satellite TV for all units instead). Don't assume anything's included in your rent -- some landlords require tenants to set up and pay for all these things on their own. Before signing a lease, ask your landlord or management company exactly what is -- and isn't -- included in the monthly rent rate, so you're clear about how moving there will affect your monthly budget and lifestyle.

## **5. Customizing Can Cost You**

If you just can't bear the idea of living in a white box, have your landlord approve your painting project and color choices before you even sign the lease. If you want to install your own lighting or built-in closets, or do anything that will affect the infrastructure of the property itself, you must get permission first. As much as you see removing that track lighting as a major improvement, your landlord may consider it "damage to the property." In other words, you could be fined -- or worse -- evicted.

## **6. The Pet Policies**

If your family includes any four-legged furballs (or reptiles or rodents for that matter), find out in advance what kinds of animals (if any) are allowed. Many properties have strict rules regarding the types of pets that are permitted, including specific breeds and weight limits. Think you can just "sneak" Fido in without anyone noticing? Two words: bad idea.

## **7. Your Lease May Automatically Renew**

Unless you're renting on a month-to-month basis, your lease agreement may include an automatic renewal clause. An auto-ma-what-a? Basically, an automatic renewal clause gives you the right to renew your lease at the end of its term. The point is to protect renters from being forced to leave against their will. Typically, a lease renewal clause requires the landlord to notify you (usually 15 to 30 days prior) that your lease term is ending and to request notification if you do not intend to renew. If this clause is not in your lease but you would like it to be, ask your landlord to add one.

## **8. The Out Clause**

Read (don't skim) the lease-termination section of your rental agreement so you understand what will happen if you need (or want) to move before your lease expires, as well as how much notice you will need to give if you decide not to renew your lease. You could lose your security deposit or be held legally responsible for the remaining months' rent, even if you are forced to relocate or you lose your job.

## **9. If It's Not in Writing, It's Not Binding**

Before signing on the dotted line, make sure that your lease agreement incorporates all the issues and amendments you verbally discussed with the landlord regarding any improvements, preexisting conditions that you don't want to be held responsible for and any revisions to policies set forth in the standard lease agreement (such as an exception to the 40-pound weight limit for pets, so your adorable but slightly overweight pooch can move in too). Your landlord may seem like a real stand-up guy, but don't assume his handshake means anything. Protect yourself by making sure everything's all spelled out in your lease. And if there's any language that you don't understand or feel uncomfortable with, ask questions, talk it over and even request that it be simplified before you sign it.

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